# REQUEST FOR PROPOSALS

**Title:** Transportation Operations Centre ATMS Implementation

**Reference No.**: 1220-030-2013-011

**FOR PROFESSIONAL SERVICES**

**RDO V 2013 04 18**

**(GENERAL SERVICES)**

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# REQUEST FOR PROPOSALS

## 1. INTRODUCTION

### 1.1 Purpose

The purpose of this RFP is to select a service provider (or service providers) to perform the services ("**Services**") described in Schedule A.

### 1.2 Definitions

In this RFP the following definitions shall apply:

"**BC Bid Website**" means www.bcbid.gov.bc.ca;

"**City**" means the City of Surrey;

"**City Representative**" has the meaning set out in section 2.6;

"**City Website**" means www.surrey.ca;

"**Closing Time**" has the meaning set out in section 2.1;

"**Contract**" means a formal written contract between the City and a Preferred Proponent to undertake the Services, the preferred form of which is attached as Schedule B;

"**Contract Administrator**" means a person appointed by the City that will provide contract administration.

"**Evaluation Team**" means the team appointed by the City;

"**Information Meeting**" has the meaning set out in section 2.2;

"**Preferred Proponent(s)**" means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;

"**Proponent**" means an entity that submits a Proposal;

"**Proposal**" means a proposal submitted in response to this RFP;

"**RFP**" means this Request for Proposals;

"**Services**" has the meaning set out in Schedule A;

"**Site**" means the place or places where the Services are to be performed; and

"**Statement of Departures**" means Schedule C-1 to the form of Proposal attached as Schedule C.

## 2. INSTRUCTIONS TO PROPONENTS

### 2.1 Closing Time and Address for Proposal Delivery

The Proponent to submit only the Proposal (Schedule C – Form of Proposal) electronically (labelled with the Proponent's name, RFP title and number) in a single pdf file to the City by **email at: purchasing@surrey.ca on or before the following date and time (the "Closing Time"):**

**Time:** 3:00 p.m., local time
**Date:** May 17, 2013

PDF emailed Proposals are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Proponents should phone to confirm receipt. A Proponent bears all risk that the City's equipment functions properly so that the City receives the Proposal on time.

If the Proponent also wants to submit a hard copy, the Proponent should submit one original unbound Proposal to the City at the office of:

Name: Kam Grewal, CMA, BBA, Corporate Audit Manager
Acting Purchasing & Accounts Payable Manager
at the following location:

Address: City of Surrey, City Operations Works Yard
Purchasing Section, 1st. Floor
6645 – 148th Street, Surrey, BC V3S 3C7
(located at the intersection of 148th Street and 66A Avenue, Surrey, B.C.)

Tel: 604-590-7274
Fax: 604-599-0956
Email for PDF files: purchasing@surrey.ca

### 2.2 Information Meeting

An information meeting may be hosted by the City Representative to discuss the City's requirements under this RFP (the "**Information Meeting**"). While attendance is at the discretion of Proponents, Proponents who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFP a meeting has not been scheduled.

## 2.3 Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time.

## 2.4 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the Closing Time but not after. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3. Faxed or e-mailed amendments are permitted, but such amendment may show only the change to the proposal price(s) and in no event disclose the actual proposal price(s). A Proponent bears all risk that the City's equipment functions properly so as to facilitate timely delivery of any amendment.

## 2.5 Inquiries

All inquiries related to this RFP should be directed in writing to the person named below (the "**City Representative**"). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Kam Grewal, CMA, BBA, Corporate Audit Manager,
Acting Purchasing & Accounts Payable Manager
at the following location:

Address: City of Surrey, City Operations Works Yard,
Purchasing Section, 1st Floor
6645 – 148 Street
Surrey, BC V3S 3C7

Fax: 604-599-0956
E-mail : purchasing@surrey.ca

Inquiries should be made no later than 7 business days before Closing Time. The City reserves the right not to respond to inquiries made within 7 business days of the Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the City.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum in accordance with section 2.7. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

## 2.6 Addenda

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca (the "BC Bid Website") and the City Website at www.surrey.ca (the "City Website") that will form part of this RFP. It is the responsibility of Proponents to check the BC Bid Website and the City Website for addenda. The only way this RFP may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent. By delivery of a Proposal, Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

## 2.7 Examination of Contract Documents and Site

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

## 2.8 Opening of Proposals

The City intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

## 2.9 Status Inquiries

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the City Website and not to the City Representative.

# 3. PROPOSAL SUBMISSION FORM AND CONTENTS

## 3.1 Form of Proposal

Proponents should complete the form of Proposal attached as Schedule C, including Schedules C-1 to C-5. Proponents are encouraged to respond to the items listed in Schedules C-1 to C-5 in the order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary.

## 3.2 Signature

The legal name of the person or firm submitting the Proposal should be inserted in Schedule C. The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

(a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal

should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;

(b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or

(c) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

## 4. EVALUATION AND SELECTION

### 4.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party contractors and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

### 4.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the City, using the following criteria:

**(a) Experience, Reputation and Resources**

The Evaluation Team will consider the Proponent's responses to items (i) to (viii) in Schedule C-2.

**(b) Technical**

The Evaluation Team will consider the Proponent's responses to Schedule C-4 and items (i) to (vi) in Schedule C-3.

**(c) Financial**

The Evaluation Team will consider the Proponent's response to Schedule C-5.

**(d) Statement of Departures**

The Evaluation Team will consider the Proponent's response to Schedule C-1.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

### 4.3 Discrepancies in Proponent's Financial Proposal

If there are any obvious discrepancies, errors or omissions in Schedule C-5 of a Proposal (Proponent's Financial Proposal), then the City shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted, and in particular:

(a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;

(b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity;

(c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

### 4.4 Litigation

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiated legal action against any officers or directors of the Proponent.

In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proponent’s ability to work with the City, its contractors and representatives and whether the City’s experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

### 4.5 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

## 4.6 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

## 4.7 Multiple Preferred Proponents

The City reserves the right and discretion to divide up the Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Preferred Proponents to enter into discussions with the City for one or more Contracts to perform a portion or portions of the Services. If the City exercises its discretion to divide up the Services, the City will do so reasonably having regard for the RFP and the basis of Proposals.

In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Services and entering into one or more Contracts with one or more Proponents.

## 4.8 Negotiation of Contract and Award

If the City selects a Preferred Proponent or Preferred Proponents, then it may:

(a) enter into a Contract with the Preferred Proponent(s); or

(b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:

(1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;

(2) negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent as set in Schedule C-1 to the Preferred Proponent's Proposal; and

(3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Schedule C-5 to the Preferred Proponent's Proposal and/or scope of Services if:

(A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or

(B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or

(C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or

(c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

## 5. GENERAL CONDITIONS

### 5.1 No City Obligation

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the City reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

### 5.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and contractors, relating to or arising from this RFP. The City and its representatives, agents, contractors and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

### 5.3 No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

### 5.4 Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

### 5.5 Solicitation of Council Members, City Staff and City Contractors

Proponents and their agents will not contact any member of the City Council, City staff or City contractors with respect to this RFP, other than the City Representative named in section 2.6, at any time prior to the award of a contract or the cancellation of this RFP.

## 5.6 Confidentiality

All submissions become the property of the City and will not be returned to the Proponent. All submissions will be held in confidence by the City unless otherwise required by law. Proponents should be aware the City is a “public body” defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

## SCHEDULE A – SPECIFICATION OF GOODS AND SERVICES

### 1. PURPOSE/SCOPE OF SERVICES

The City of Surrey (the City) is currently in the process of constructing a new City Hall in the Surrey City Centre. The building of this new City Hall provides an opportunity to build a new, more functional Transportation Operations Centre (TOC) at this location that is specifically designed for the need to manage travel within the City of Surrey.

In extending an RFP, the City has the expectation that the Contractor will bring to bear all relevant work experience, professionalism and integrity to the determination of the proposed Goods and Services, personnel to be assigned and the development of appropriate level of compensation for the Services to be provided. It is therefore expected that a Proponent will fully account for the effort required to perform all phases of the RFP including, but not limited to, the necessary investigations, analyses, documentation and execution of expertise related to the assignment. The details prepared in this Schedule are not meant to be exhaustive and, in responding to this RFP, the Proponent is to address all issues of relevance set out in this Schedule to ensure that the completed project meets all objectives.

The Contractor shall completely address the following elements

- to assist with the supply, installation and configuration of an Advanced Transportation Management System (ATMS)
- This system will be required to integrate legacy and new devices and systems, provide a cohesive, enterprise-level software solution around which future technologies and components can be built, and to support the goals and activities of the new TOC.

This software solution allows, through a single interface, video monitoring and recording, traffic data collection and management, Advanced Traveler Information Systems (ATIS) functionality, Dynamic Messaging Sign (DMS) control, incident/event detection and management, integration to other systems via XML and support of user groups, privileges and administrative functionality. The software solution is built on a scalable architecture and has the ability to integrate equipment from different manufacturers and link external data sources. The software solution has the ability to provide automated actions in response to alarms, device malfunctions, and exceptions. (Note that not all functionality will be enabled at this time. It is expected that the system will evolve as the City of Surrey's infrastructure evolves).

The purpose of the ATMS is to provide the City TOC with an effective means of monitoring the status of field located electrical devices, monitoring roadway conditions and delays with CCTV systems, collecting and processing information about the transportation network and utilizing the information collected to initiate traffic control strategies to affect changes in the operation of transportation systems in the Metro Vancouver region.

The Contractor shall supply, install, and configure all software components, modules, drivers, licensing, and hardware which has not been provided by the City necessary for a complete and fully functional ATMS.

The ATMS software will be hosted at the new City TOC, utilizing the TOC's virtual server architecture and workstations.

## 2. SERVICE AND SUPPLY REQUIREMENTS

The physical work site is located in Surrey, BC at:

13450 - 104th Street, Surrey, BC V3T 1V8.

Pricing to include all costs for completion of the work.

The following requirements are to be used as guidelines in quoting and recommending a proposed solution:

The proponents proposed solution must provide the following:

1. The supply and installation of ATMS software and licensing to support and enable the City of Surrey's new TOC.
2. All equipment, materials, labour, documentation, and services necessary to furnish, install, calibrate, adjust, and test a complete and operational system, as required by these Specifications and as indicated in the Drawings
3. Supply and installation of ATMS software, complete with all licensing
4. Supply and installation of all necessary software components and licensing to support the physical configuration of the new TOC and the implementation of the ATMS
5. Supply and installation of any additional hardware components (if required by the ATMS system) and inclusion of any other costs necessary to implement the system functionality as described in the RFP Documents, Specifications, and Drawings
6. Integration of ATMS with head-end system devices, including primary and supplementary operator workstations, interactive SmartBoard display, auxiliary displays, storage area network (provided by the City), and video display wall; all existing field devices consisting of IP cameras, video encoders, and traffic counters; Google Maps interface.
7. Provision of Google Maps licensing.
8. Configuration of workspaces, maps, users, and logs.
9. Configuration of ATMS to enable:
    a. VMWare virtualized server environment;(with the City);
    b. video (live and recorded) viewing to all clients;
    c. full-time recording of all cameras;
    d. FTP image transfer to internal network drive for all cameras;
    e. control of videowall layout and content via preset layouts or drag-drop control from map interface;
    f. control of SmartBoard layout and content via preset layouts or drag-drop control from map interface;
    g. monitoring of field UPS status;
    h. retrieval and storage count data from traffic counters on automatic scheduled intervals;
10. Supply of testing and commissioning of final system;
11. Supply of user training;
12. Submission of manuals and as-built documentation;
13. Supply of warranty services, software assurance, and technical support;
14. Optional Work: supply of additional two years of warranty, software assurance, and technical support;
15. Optional Work: supply and installation of additional camera licenses; and

16. Optional Work: Configuration of primary and backup ATMS servers in hot-standby backup mode which provides instantaneous failover, no system downtime and no loss of functionality in the event of primary server failure.

## 3. SUMMARY OF WORK

The new TOC will include the following components:

**Vendor Responsibility:**
ATMS software
Any additional hardware to enable ATMS operation beyond what the City is providing

Integration of existing field devices (traffic counters, analog and IP cameras, video encoders) and core technology will be a key deliverable of the project. All parts of the system are to have the correct drivers, hardware and software to ensure all pieces work together to provide a seamless experience to the users.

**City Responsibility**
One primary ATMS server (virtual VMWare environment and licensing)
One secondary ATMS server (virtual VMWare environment and licensing)
11 workstations
30 TB storage
UPS in the TOC Data centre
Video wall, with content controller
Auxiliary displays
Audio-visual system and central controller
Interactive SmartBoard display

## 4. QUALITY OF WORK

The quality of the products and services requested must be based upon industry standards and best practices at time of delivery, as well as the workmanship on this project being of the highest industry standards applicable.

The Contractor shall provide properly trained, qualified, professional installation technicians and trades people as required throughout the duration of this project. They shall observe and obey national, provincial and local building codes applicable, safety rules & regulations, and the general rules for the City of Surrey City Hall building as directed.

## 5. WORK BY OTHERS

The following work will be performed by the City and other vendors and is not include in the scope of the work required by the Proponent:

a) Audio/Visual (AV) systems including:
   - supply and installation of central AV server;
   - managed gigabit LAN routers;
   - DVI input node encoders;
   - Videowall and videowall controllers;
   - ceiling speakers;
   - remote control desktop touchpanel;

- digital cable TV box and Remote Control System;
- Supply and installation of AV sources;
- HDMI extenders and routers;
- 80-inch LCD displays;
- soundbar speakers;
- equipment rack;
- videoconference system complete with PTZ camera and CODEC;
- supply and installation of all mounting brackets, structural supports and all AV infrastructure required to support all AV components;
- configuration, testing and commissioning of all AV components and systems.

b) Local Network and the technology stack, including the supply, installation, and configuration of:
   - all network switches and routers;
   - equipment racks;
   - base configuration and licensing of all servers and workstations;
   - base configuration of the NetApp storage.

## 6. PROJECT SCHEDULE

The project schedule is as follows:

| | |
|---|---|
| April 24, 2013 | Post RFP |
| May 17, 2013 | RFP closes |
| May 20-31, 2013 | Vendor short list & presentations |
| June 5, 2013 | Contract awarded |
| June 14, 2013 | Contract signed |
| June 28, 2013 | High Level design |
| July 5, 2013 | Order equipment & software |
| July 26, 2013 | Detail Design |
| August 9, 2013 | Receive equipment and software |
| September 30, 2013 | Installation complete and tested |
| October 31, 2013 | Project completion. |

The above dates are only for schedule purposes and subject to change.

## 7. COORDINATION OF WORK

Within 10 days of contract award, prepare and submit a project schedule in Gantt Chart format showing all major tasks, deliverables, dependencies, and milestones for review and approval.

Update schedule bi-weekly, showing percentage complete of each task.

Attend bi-weekly coordination meetings and milestone review meetings as required.

Coordinate all work with sub-trades and other contractors involved in the project to provide efficient installation.

## 8. CITY OF SURREY TECHNICAL ARCHITECTURE & SOFTWARE STANDARDS

### 1. Introduction

The City of Surrey strives to maintain standards and consistency for hardware and software in order to provide an agile and supportable environment. This provides a known platform to test changes or additions to this environment enabling the delivery of business outcomes faster and more cost effectively. The City's current technical architecture and software standards are outlined below. This information is used in the process of identifying the impact a new product or change may have on the environment.

### 2. General Information

The City of Surrey has:
3,300 employees of which 2,100 are FTEs
173 Line of Business Applications 325 Personal Desktop Applications

| | | | |
|---|---|---|---|
| 70 sites | 1660 desktops | 289 Blackberries | 106 Multi Function Printers |
| 217 virtual servers | 145 workstations | 14 iPhones | 420 B&W laser printers |
| 21 ESX Hosts | 220 notebooks | 23 iPads | 65 colour laser printers |
| 60 physical servers | 40 rugged notebooks | 35 Rugged Tablets | 20 inkjet printers |
| (15 file servers) | | | 10 colour plotters |

### 3. Core Client Software

| | | |
|---|---|---|
| Internet Explorer 9 | McAfee Anti-Virus 8 | Altiris Client Management |
| Quicktime Viewer 7 | Adobe Reader 9 | Asset Management Suite |
| Adobe Shockwave/Flash 10 | Sun Java 6 Update 26 | Cisco NAC Agent |

### 4. Technical Architecture & Software

| **Hardware** | |
|---|---|
| Desktops | Dell Optiplex – 2 GB RAM |
| Workstations | Dell Precision – 4 GB RAM |
| Notebooks | Dell Latitude – 4 GB RAM |
| | Panasonic Toughbook – 4 GB RAM |
| Printers | Xerox WorkCentre |
| | HP Colour Laserjet |
| | HP Laserjet |
| Servers | Dell PowerEdge |
| PBX | NEC Univerge 3C |
| Voicemail | NEC UM8700 |

| Storage & Backups | |
|---|---|
| Storage Area Network (SAN) | Net App FAS6210HA<br>NetApp FAS3270A<br>NetApp FAS 3220HA<br>NetApp FAS 3210A<br>NetApp FAS2240A<br>NetApp FAS3140 |
| Data Backups | Disk to Disk Backups<br>• NetApp Snapvault<br>• Oracle RMAN<br>Tape Backups<br>• LTO4<br>• Backup Exec |

| Operating System | |
|---|---|
| Desktops | Windows Vista Enterprise/Windows 7 Enterprise |
| Workstations | Windows Vista Enterprise/Windows 7 Enterprise |
| Notebooks | Windows Vista Enterprise/Windows 7 Enterprise |
| Tablets | Windows Vista Enterprise/Windows 7 Enterprise |
| | iPad IOS |
| Smartphones | Blackberry |
| | Apple IOS |
| Servers | Windows 2003 Standard |
| | Windows 2008 64 and 32 bit |
| | Windows 2008 R2 |
| | VMWare ESX Server |

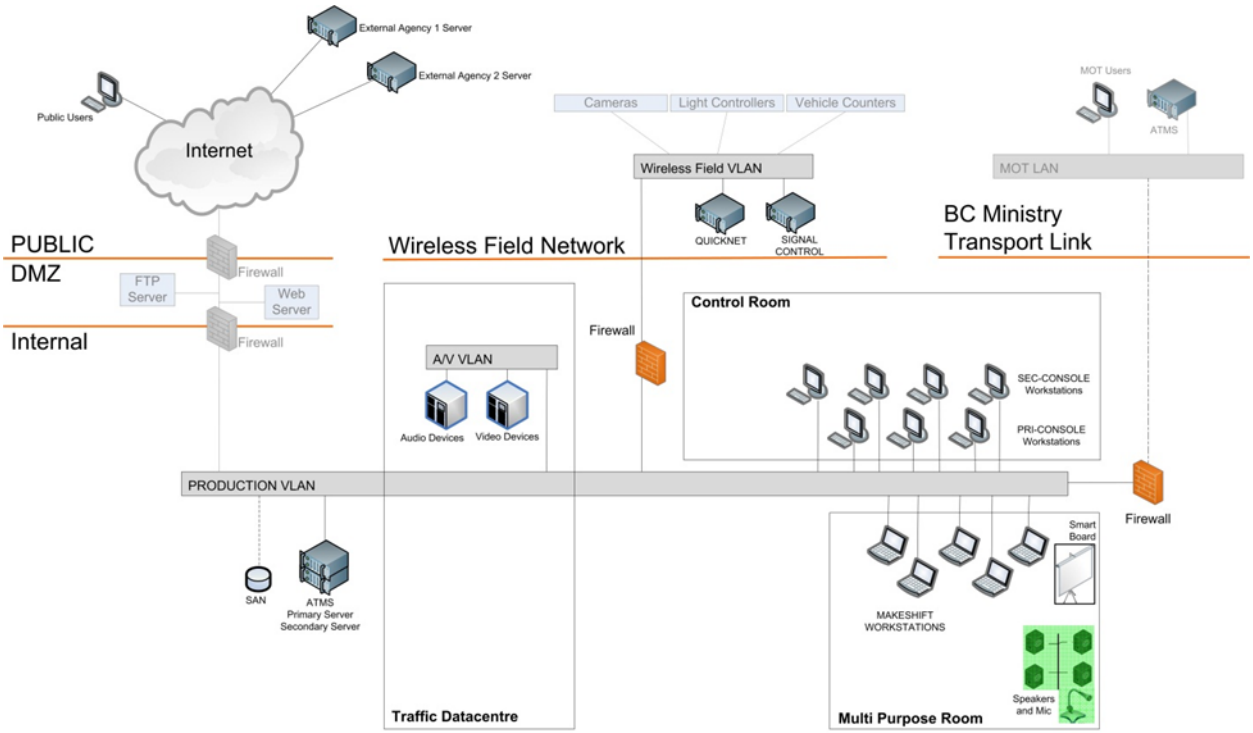
| Office Automation | | |
|---|---|---|
| Office Pro Plus 2010 | Microsoft | Word |
| | | Excel |
| | | Powerpoint |
| | | Outlook |
| | | Publisher |
| | | Access |
| | | InfoPath |

| Communications | |
|---|---|
| Datacentre | Nexus 7000, 5000, 2000 |
| DHCP | IP address distribution method |
| E-mail | Exchange 2010 |
| Local Area Network | 10 Gbps in Datacentre & 1Gbps to desktop |
| Enterprise Directory Services | Active Directory – Windows 2003 with 2008R2 extension |
| Network protocol | TCP/IP |
| Network topology | Ethernet |
| Network management | SNMP |
| Fibre Channel Fabric | Cisco |
| Switches | Cisco Nexus 4500 |
| | Cisco 3850 |
| | Cisco 3560 |
| | |
| | Wireless 802.11 – Cisco 3502 |
| Wide Area Network | Two 50 Mbps Internet Services load balanced |
| | 1Gbps, 300Mbps, 200Mbps,100Mbps full duplex |
| | • Wireless point to point 200 bps |
| | Small Remote Sites<br>• Shaw Server Connect<br>• Shaw SOHO or Telus ADSL |
| Wins/DNS | Name resolution |
| Cabling | Local Area Networks - CAT6A shielded using 1000 Base-T |

| Database Management System | |
|---|---|
| Oracle | 9i |
| | 10g |
| | 11g<br>11g R2 |
| Oracle Networking Client | 10.2.0.3 |
| | 11.1.0.7 (Server clients) |
| | 11.2.0.x |
| MS SQL Server | 2000, 2005 |
| | 2008 |
| ESRI Spatial Database Engine | 9.3.1 |
| Sybase | 12.5 |
| MS Access | 2007 |
| MDAC | 2.8 |

| Business Application Portfolio Area | Vendors | Products |
|---|---|---|
| Financials | Unit4 | Agresso Business World |
| Human Resource & Payroll Mgmt | Oracle | PeopleSoft |
| Land Management | CSDC | Amanda |
| Tax, Utility and Cash Mgmt | Tempest | Tempest |
| Recreation Mgmt & Facilities Booking | Active Network | Class |
| Work and Asset Management | | |
| | Azteca | CityWorks |
| Content Management System Corporate Website | OpenText | RedDot |
| Content Management System Corporate Intranet | Microsoft | Sharepoint |
| Geographic Information System | ESRI | ArcGIS |
| Licensing and Enforcement | Computronix | Posse |
| Library Management System | SirisiDynix | Horizon |
| Public Safety<br>Fire Dispatch and Records Management System | FDM | FDM CAD & RMS |

## 9. FUTURE STATE ARCHITECTURE OVERVIEW




RFP :: Traffic Operations Center :: Physical :: Future State

SURREY | Information Technology :: Architecture :: Engineering | IT Department | Modified: 2013-Mar-27 Created: 2013-Feb-01

### ATMS

#### Summary

This software solution allows, through a single interface, video monitoring and recording, traffic data collection and management, Advanced Traveler Information Systems (ATIS) functionality, Dynamic Messaging Sign (DMS) control, incident/event detection and management, integration to other systems via XML and support of user groups, privileges and administrative functionality. The software solution is built on a scalable architecture and has the ability to integrate equipment from different manufacturers and link external data sources. The software solution has the ability to provide automated actions in response to alarms, device malfunctions, and exceptions. Note that not all functionality will be enabled at this time. It is expected that the system will evolve as the City of Surrey's infrastructure evolves.

The purpose of the ATMS is to provide the City of Surrey TOC with an effective means of monitoring the status of field located electrical devices, monitoring roadway conditions and delays with CCTV systems, collecting and processing information about the transportation network and utilizing the information collected to initiate traffic control strategies to affect changes in the operation of transportation systems in the Metro Vancouver region.

**LAN Architecture**

1. The system will consist of three separate VLANs within the City of Surrey's corporate network. The VLANs are partitioned as follows:
    a. Field VLAN: includes all field devices
    b. AV VLAN: includes all AV devices
    c. Production VLAN: includes all servers, workstations, and storage

The field devices are primarily connected through a wireless Ethernet radio system that has limited banwidth.

Internet connections through appropriate firewalls will be made available to support data sharing with external agencies.

**System Devices**

The TOC will include the following devices (supplied and installed by the City):

1. ATMS servers
2. One QuicNet server (standalone, not integrated to ATMS)
3. One Adaptive Signal Control server (standalone, not integrated to ATMS)
4. 11 operator workstations (3 monitor operator consoles)
5. Up to 100 internal users (web-based video and map access on one monitor workstations) consisting of those who have direct connection to the system and those that will have web access for viewing only
6. 30 TB NetApp Storage Area Network (SAN)

**Field Devices**

The existing field devices consist of the following:

1. Cameras: (assume 300 total, with the possibility of growth in time to over 500)
    a. Axis 233D PTZ IP camera
    b. Axis 6032-E PTZ IP camera
    c. Axis P3367 Fixed IP camera
    d. Axis 5534 PTZ
2. Traffic counters: (16 total, connected via serial to Ethernet converters to the Field VLAN)
    a. Peak ADR 1000 Plus Portable Traffic Counter/Classifier
    b. Peak ADR-2000 Plus Portable Traffic Counter/Classifier
3. Uninterruptible Power Supplies (UPS)
    a. Clary SP1000 (6 total)
    b. Alpha fx1100 (70 total)
4. Network Video Recorders (NVR) (11 total)
    a. Model OSS NVR 411R-8 (hardware: Supermicro Superserver 5017R-MTF)

**AV Devices**

The AV system shall include the following devices (supplied and installed by AV Contractor):

1. Two 1x3 and one 3x4 videowall system comprised of 46" ultra-thin bezel LED back-lit LCD displays
2. One 80" LED LCD interactive display
3. One 80" LED LCD display
4. Polycom videoconferencing system
5. Extron HDMI router
6. Extron component video to DVI scaler
7. Kramer DVI/audio to HDMI format converter
8. Kramer VGA with stereo audio to HDMI scaler

9. BARCO TransformN video wall controller and CMS server (includes CMS server license, 75 viewer licenses, display license, sidebar license, and Legacy API license)
10. BARCO DVI encoders
11. Speakers
12. Crestron AV control system
13. Digital cable TV box

## PRODUCTS

### ATMS

General Specifications:

1. The ATMS shall consist of an enterprise-level software platform based on a scalable architecture.
2. The ATMS shall include a primary server configured to operate in a VMWare virtual server environment.
3. If the Optional Work is selected to implement a backup, the backup server shall be configured to operate in hot standby mode, with no loss of functionality and a maximum of 1 minute downtime upon failure of the primary server.
4. The high level functional requirements for the ATMS are outlined in the attached "Transportation Operations Centre High Level ATMS Requirements Matrix" in Schedule C.
5. The Contractor shall fill out the "Requirements Matrix" spreadsheet and indicate the level of compliance for their ATMS.
6. The Contractor shall fill out the "Software Information" spreadsheet attached to Schedule C.
7. The Contractor is responsible for providing all software and hardware required for a fully functional ATMS to meet the requirements. If additional software and/or hardware are required to meet the requirements, the Contractor shall include the costs for supply and installation of those components in the Additional Components section of the Payment Items. Note that the City is only providing VMWare server licensing for the primary ATMS server and, if the Optional Work is selected, the backup ATMS server. All other costs are the responsibility of the Contractor.

### NVR

There are currently eleven NVRs (running CamCentral software) installed in the field for local recording of cameras. The Contractor shall undertake the following:

1. Replace existing software if required.
2. Supply and install a fresh instance of the Windows operating system, complete with all licensing.
3. Supply and install video recording software compatible with the ATMS to provide standard recording retrieval, playback, and export functions for recorded video through the ATMS. Information on the NVR software shall be submitted to the Engineer for review and approval prior to installation.
4. Assume 27 channels of video per NVR. Channel allocation among NVRs to be confirmed during the system design workshop.

### Submittals

The AV system shall include the following devices (supplied and installed by AV Contractor):

1. Software Specification Document (SSD)
   Submit specification document that outlines the specific configuration and programming of the system to the Engineer for review and approval prior to commencing work on the system. The SSD is the output of the system design workshop described in the Execution section below.

The SSD shall include:

a. Brief description of the overall proposed ATMS implementation.
b. Brief description of the envisioned workspace layout.
c. Description of the final server architecture.
d. List of the AV devices to be integrated into the system.
e. List of the field devices to be integrated into the system.
f. List of all users and user groups to be configured into the system.
g. List of specific configuration requirements, such as FTP images, automated scripts, etc.

The SSD shall be updated after system commissioning to reflect the as-configured state of the system.

2. Test Plan
   Submit detailed test plan covering all aspects of the system testing, as described in the Testing section below, to the Engineer for review and approval prior to the commencement of testing. Submit test reports during testing, as required.
3. Training
   Submit sample agenda and training material to the Engineer for review and approval prior to the commencement of training. Training material shall utilize system-specific content and graphics.
4. Manuals
   Manuals shall be submitted to the Engineer for review and approval at the end of the system testing phase as follows:
   a. Three hard copies of each manual, neatly bound and collated in separate 3 ring binders
   b. One digital PDF copy of each manual
   c. One digital copy of each manual in native format (ex: MS Word)

   All manuals shall contain a Table of Contents, an index, and a glossary.

   User Manual

   The User Manual clearly outlines all steps necessary to operate the COTS software

   Administrator Manual

   The Administrator Manual clearly outlines all steps necessary to configure the COTS software

   System Configuration Manual

   The System Configuration Manual describes the as-built configuration of the specific system and include the following:

   i. System-specific configuration description
   ii. Screen captures showing the GUI and interfaces of the ATMS software
   iii. List of administration passwords for all devices
   iv. Appendix containing as-built version of the SSD, showing all as-configured information
   v. All software installation discs and licenses.

## EXECUTION

### System Design Workshop

Attend one day system design workshop at City of Surrey office. The Contractor shall ensure that technically qualified staff who are knowledgeable on the ATMS architecture, capabilities, and configuration are present in person at the workshop.

The purpose of the workshop is to review the proposed system, discuss implementation coordination, and confirm the configuration details.

Prepare and submit draft of SSD to the Engineer for review and approval one week after the system design workshop.

**Interface Design Workshop**

Attend three half-day system design workshops at City of Surrey office. The Contractor shall ensure that technically qualified staff who are knowledgeable on the ATMS architecture, capabilities, and configuration are present in person at each workshop.

It is envisioned that there will be at least three workspace interfaces required:

a) Operator 1: three monitor layout with access to all functions
b) Operator 2: three monitor layout with access to all functions, task-specific layout
c) Internal User: one monitor layout, predominantly for map and video

Workshop 1

Contractor shall present representative screen mock-ups for all maps and workspaces for review and discussion. Mock-ups can be based on rough screen layout graphics not necessarily taken directly from the configured ATMS showing a reasonable degree of detail. Sample screen layouts from other installations shall also be presented. Mock-ups shall also include TOC maps and video wall/auxiliary display layouts (assume 5 different layouts for each).

Workshop 2

Based on feedback received in Workshop 1, Contractor shall present refined screen mock-ups for all maps and workspaces for review and discussion. Mock-ups shall be based on screen layout graphics taken directly from the configured ATMS with Surrey-specific content showing a reasonable degree of detail. Mock-ups shall also include TOC maps and video wall layouts.

Workshop 3

Based on feedback received in Workshop 2, Contractor shall present refined screens for all maps and workspaces on a live system demo for review and discussion. This shall be done in conjunction with but prior to the completion of system testing.

Based on feedback received in Workshop 3, Contractor shall finalize workspace layouts and complete testing of the system.

**Configuration**

All aspects of the ATMS shall be fully configured to integrate all components, configure all necessary functionality, provide all necessary licensing, and furnish a complete and working system. Tasks shall include, but are not limited to, configuration of the following:

1. ATMS server. Configure all server to operate in the VMWare virtual environment. If Optional Work selected, configure hot standby server setup.
2. Workstations. Configure all client workstations, as required.
3. User groups, users, and permissions. The following approximate quantities are expected:
    a. User groups: 10
    b. Full operators: 11
    c. Video/web users: 20 concurrent users growing to +100
4. Video recording. Configure all cameras to record at High Definition, 30 fps for streaming. Transfer over network at Standard Definition.
5. Workspaces. Configure workspaces specific to user role, including maps, video windows, etc. as appropriate.
6. Maps. Map interface shall be fully integrated and licenses with Google Maps. Configure icons for all devices.

7. UPSs. Configure system to log and display status of each UPS. The system shall monitor the Power Fail and Low Battery status from each UPS.
8. Actions. Configure automated scripts, FTP functionality, etc.
9. Video wall and auxiliary displays. Configure the integration to the video wall controller to enable switching of content on all display devices. Configure all video wall and auxiliary display layouts.
10. Smartboard. Configure the integration to the Smartboard to enable video to be displayed.
11. System alarms with auto-notification to appropriate users.
12. Configure all other functionality presented in the SSD.
13. The ATMS shall be configured to retrieve and store count data from traffic counters on an automatic scheduled interval as specified by the Owner.
14. All system equipment shall be synchronized to a network time server.

## SYSTEM TESTING AND COMMISSIONING

### General

1. System testing shall be performed on all individual components as well as the overall integrated system to ensure correct performance.
2. At all times the ATMS Contractor shall coordinate with sub-trades and all other contractors to ensure complete and successful testing.
3. Perform tests to ensure each component of the ATMS functions correctly by developing a detailed test plan that covers all components of the system. Divide the test plan into the following sections:
    a. Functional Testing (FT)
    Scope: Complete testing of devices and functionality. All aspects of the system shall be tested.
    b. System Acceptance Test (SAT)
    Scope: Demonstration of a subset of the functional testing to the client.
    c. User Acceptance Test (UAT)
    Scope: 30 day fully operational period
4. The test plan may be submitted in three stages. Submit complete test plan for each stage, including all checklists to Engineer for review and approval a minimum of 2 weeks prior to the commencement of testing for that stage. All checklists and test plan pages shall be numbered. The submission shall be neatly organized and bound together, complete with a table of contents and list of all included checklists.
5. Include in the test plan itemized checklists for sections that cover all functional aspects of the components. Include in the checklists the equipment reference label, a description of the function being tested, a description of how the test will be carried out, pass/fail criteria, date, time, and the name (printed) of the person responsible for the testing. Initial all checklists with details of the person responsible for the testing.
6. Record all measurements and verifications for all tests on the testing checklists.
7. Complete checklists on-site during testing, not subsequent to the testing.
8. Retest after successful corrective measures have been implemented, any test that fails or exhibits a suspicious or undesirable result.
9. Submit completed checklists and test reports at the completion of testing for review and approval.
10. Do not undertake subsequent test phases until all prior testing is complete and accepted.

**Functional Testing**

1. Functional Testing shall be held on site at the City of Surrey new TOC on the live system.
2. The purpose of the FT is to verify correct performance of the entire system prior to SAT.
3. All aspects of all parts of the system shall be included in the test plan and thoroughly tested.
4. Include (as a minimum) provisions for the testing of the following in the IST Testing checklists:
    a. Server, workstation, and field device communication
    b. Server failover functionality
    c. Device functionality
    d. Video viewing, recording, and export
    e. Workspace, maps, hotlinks, video wall layouts
    f. Scripts, expressions, and automated events
    g. Logging and reporting
    h. Data retrieval and export
5. After all components have been tested and verified to operate correctly, submit completed test report to the Engineer for review and approval.

**System Acceptance Testing (SAT)**

1. The purpose of the SAT is to demonstrate correct operation of the system prior to the UAT. Representatives from the City of Surrey and the Engineer will participate in the SAT.
2. The SAT shall consist of a subset of the FT, covering the major functional areas of the system, such as:
    a. Workspace and map functionality
    b. Video viewing, recording, and export
    c. System failover
    d. Logging and reporting
    e. Data retrieval and export
    f. TOC UPS
3. The extent of the demonstration will depend on the success of the functional testing and the observation
4. made during the SAT.
5. After all components have been tested and verified to operate correctly, submit completed test report to the Engineer for review and approval.

**User Acceptance Testing (UAT)**

1. Following the successful completion of the SAT, a 30 day user acceptance test period shall commence.
2. The UAT shall run for a duration of 30 consecutive calendar days without interruption or incident (except as noted below).
3. Issues arising with the system during the UAT shall affect the completion of the UAT as follows:
    a. Software crash (any component of the ATMS) - Restart of UAT period from day 1 upon resumption of functionality
    b. Single minor hardware failure (for any hardware supplied by the Contractor) – No effect on UAT
    c. Two or more minor hardware failures (occurring at any time and in any order during the UAT) (for any hardware supplied by the Contractor) – Postponement of the UAT until the failure is addressed. Restart of UAT period from day 1 upon resumption of functionality.

**d.** Major hardware failure (for any hardware supplied by the Contractor) – Postponement of the UAT until the failure is addressed. Restart of UAT period from day 1 upon resumption of functionality.

4. Software crashes refer to any issues with any software packages forming a component of the overall system that require technical intervention of any kind to restore functionality.
5. For the purposes of the UAT, "minor hardware failure" shall be taken to mean a hardware/field device failure that results in reduced system functionality affecting no more than one specific device. "Major hardware failure" shall be taken to mean reduced system functionality affecting two or more devices. Issues with any workstation or server hardware that requires rebooting for any reason constitute major hardware failures.
6. During the entire duration of the UAT the contractor shall:
    **a.** Maintain a UAT log that records the start date and time of the UAT for the ATMS components, along with a detailed account of any issues arising during the UAT and the associated cause and response. Submit the UAT log at the completion of the testing for review and approval.
    **b.** Respond promptly to rectify any issue arising with the system.
7. After the system has successfully completed the UAT it shall be considered accepted.
8. All outstanding issues shall be itemized by the Owner and provided to the Contractor for correction or repair at the end of the 30 day period.
9. Substantial completion shall be granted only after the successful completion of the user acceptance test stage.

**Training**

1. Prepare and submit agenda and training material a minimum of 2 weeks prior to the start of testing.
2. Conduct two half-day user training sessions.
3. Conduct one half-day administrator training session.

**Close Out**

1. Submit all manuals and as-built documentation.
2. Submit all installation discs and license keys.

**Warranty and Technical Support**

1. Provide original equipment manufacturers warranty documentation for acceptance by the City.
2. Provide one year full parts and labour warranty on any Contractor-supplied hardware, commencing on the date of project substantial completion.
    a. Warranty shall include on site assessment, troubleshooting, removal, replacement, and re-commissioning of any defective components or materials.
    b. Respond to reported warranty issues within one business day. hours. A response is defined as an acknowledgement of the issue.
    c. Assess reported warranty issues on site within three (3) business days of response. Undertake repairs immediately if possible depending on nature and severity of issue.
    d. Repair or replace faulty materials or components at the earliest possible opportunity. Components with a lead time of four (4) weeks or longer shall be replaced with temporary units approved by the Engineer.

3. Provide software assurance and technical support options (i.e. 1,3, 5 years), including the following:
    a. Support coverage Monday to Friday 8:00 am to 5:00 pm (PST), excluding major holidays.
    b. Unlimited telephone, email, and online technical support.
    c. Logon web access to online knowledge base and FAQ's.
    d. Free access to all interim and major releases, patches, and device drivers.
    e. Access to dedicated technical support developers.
4. Provide costing for extended warranty as an option, as outlined in the payment section. Extended warranty shall include all functions outlined above.

**Pricing**

Pricing considerations as follows:

1. Costs for all products and services are to be shown in Schedule C-5 and should be itemised to show the breakdown of all costs. The Unit Prices shall be composite unit prices for performing the Work of each item, and no premium will be paid for special or complicated pieces of the Work.
2. Make allowance for all the costs of performing the work, and shall include but not be limited to:
    a. allowance for all overhead costs and profit and for providing all labour, materials, equipment and services required to meet the dates of the Contract Schedule; and
    b. allowance for all the costs incurred by the Specifications General Requirements, and by all other Contract requirements for which separate payment is not specifically indicated.
3. Include costs for the Contractor supplying sufficient forces to work as many hours per shift, shifts per day and days per week as may be required to accomplish the work in compliance with the Contract Schedule. The Contractor shall not be entitled to additional payment by City of Surrey, except as expressly allowed for in the Contract Documents, for overtime, shift differentials or any premiums paid by the Contractor in connection therewith. In particular, the costs shall include all overtime rates required to perform any work during hours in excess of a regular daily work shift (including work on week-ends, union holidays or statutory holidays).
4. 
5. Schedule C-5 shall cover everything necessary to perform all work as specified and shown in the Contract Documents, and all other associated work.

**OPTIONAL WORK**

1. Optional Work refers to Work which may be described in the Table 2 – Schedule C-5 - Financial Proposal and shall be undertaken and included in the Work at the election of the Owner. Optional Work shall only be included in the Work if the Contract Administrator so directs by Change Order, and in such event the Contractor shall perform the Optional Work as part of the Work.
2. Bidders shall complete all lump sums and unit prices for Optional Work.
3. Notwithstanding that the Owner may elect not to proceed with the Optional Work, the proposal prices for any Optional Work, including the extended totals for Optional Work unit prices, shall be included in the Proposal Price for the purpose of any price comparisons between proposals (i.e. the proposal price will be evaluated based on all required price items that form part of the Schedule of Quantities and Unit Prices, plus the value of one of each of the Optional Work items).
4. The Lump Sum or Unit Prices listed for Optional Work shall not include any general overhead costs, or other costs, or profit, not directly related to the Optional Work. If the Optional Work does not proceed, the Contractor shall not be entitled to payment for any costs associated with the Optional Work.

## PRICE DESCRIPTIONS

ATMS Software Licensing
Payment for the ATMS software licensing will be at the lump sum price for all components. This price includes costs for all work related to the supply and installation of ATMS software licensing for Primary and Secondary servers, Google Maps licensing, and all other labour, materials, and equipment required to complete the Works.

ATMS Configuration
Payment for the ATMS software configuration will be at the lump sum price for all components and includes costs for all work related to the configuration of all hardware and software modules, workspaces, maps, addition and configuration of devices, configuration of scripts and alarms, configuration of reports, configuration of users and user groups, and all other labour, materials, and equipment required to complete the work. Secondary backup server to be configured as a hot standby.

NVR Upgrade
Payment for the NVR Upgrade will be at the lump sum price for all components and includes costs for all work related to the removal of the existing software, supply and installation of NVR software and licensing, configuration, and all other labour, materials, and equipment needed to complete the work, if required.

Testing, Training, and Documentation
Payment for the Testing, Training, and Documentation will be at the price for all components and includes costs for all work related to the preparation and supply of System Specification Document, test plans, FT-SAT-UAT testing, preparation of training material, user and administrator training, and all other labour, materials, and equipment required to complete the work.

Warranty, Software Assurance, and Technical Support
Payment for the Warranty, Software Assurance, and Technical Support will be at the price for all components and includes costs for all work related to the supply of 1 year warranty services, software assurance, Google Maps licensing, technical support, and all other labour, materials, and equipment required to complete the Works.

Additional Components
Payment for the additional components will be at the price for all components and refers to any additional software or hardware not otherwise called for in the specifications but that are required for the ATMS to provide the necessary functionality outlined in the specifications.

The price includes costs for all work related to the supply and installation of hardware and/or software as required, and all other labour, materials, and equipment required to complete the Works.

## OPTIONAL WORK DESCRIPTIONS

Additional Camera Licensing
Payment for the Additional Camera Licensing will be at the Lump Sum price for all components. The Lump Sum Price includes costs for all work related to the supply and installation of licensing for 140 additional cameras, configuration of 140 cameras into the system, and all other labour, materials, and equipment required to complete the Works.

Additional Warranty, Software Assurance, and Technical Support

Payment for the Additional Warranty, Software Assurance, and Technical Support will be at the Lump Sum price for all components. The Lump Sum Price includes costs for all work related to the supply of either 2 additional years (total 3, including base year) or 4 additional years (total 5, including base year) additional years of warranty, Google Maps licensing, software assurance, technical support, and all other labour, materials, and equipment required to complete the Works.

**SCHEDULE B – DRAFT CONTRACT**

# PROFESSIONAL SERVICES AGREEMENT

**Title:** Transportation Operations Centre ATMS Implementation

**Reference No.**: 1220-030-2013-011

**Services of:**

**At.**:

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**APPENDIX 5 – ADDITIONAL SERVICES**

**PROFESSIONAL SERVICES AGREEMENT FOR TRANSPORTATION OPERATIONS CENTRE ATMS IMPLEMENTATION**

**THIS AGREEMENT dated for reference the _____ day of _____, 2013.**

**Reference No.: 1220-030-2013-011**

**BETWEEN:**

**CITY OF SURREY**
14245 – 56 Avenue
Surrey, BC V3X 3A2

(the "**City**")

OF THE FIRST PART

**AND:**

_____
(***Insert Full Legal Name of Contractor***)

(the "**Contractor**")

OF THE SECOND PART

**WHEREAS** the Contractor wishes to undertake the following project for the benefit of the City:

***Transportation Operations Centre ATMS Implementation***

**THEREFORE** in consideration of the payment of one ($1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the City and the Contractor agree as follows:

## 1. INTERPRETATION

### 1.1 Definitions

In this agreement the following definitions apply:

"**Disbursements**" has the meaning set out in section 5.3;

"**Dispute**" has the meaning set out in section 14.1;

"**Fees**" has the meaning set out in section 5.1;

**"Goods"** means the goods, equipment or materials as described generally in Schedule A, including anything and everything to be done for the fulfillment and completion of this agreement;

"**Indemnitees**" has the meaning set out in section 7.1;

"**Invoice**" has the meaning set out in section 5.2(a);

"**Services**" means the services as described generally in Schedule A, including anything and everything to be done for the fulfillment and completion of this agreement;

"**Term**" has the meaning set out in section 2.5; and

"**Time Schedule**" has the meaning set out in section 2.6.

### 1.2 Appendices

The following attached Appendices are a part of this agreement:

(a) Appendix 1 – Specifications of Goods and Scope of Services;
(b) Appendix 2 – Fees and Payment;
(c) Appendix 3 – Time Schedule;
(d) Appendix 4 – Personnel and Sub-Contractors; and
(e) Appendix 5 – Additional Services.

## 2. GOODS AND SERVICES

### 2.1 Goods and Services

The Contractor covenants and agrees to provide the Goods and Services for the City, pursuant to this agreement.

### 2.2 Amendment of Services

The City may from time to time, by written notice to the Contractor, make changes in the scope of the Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Appendix 2.

### 2.3 Additional Services

The Contractor will, if requested in writing by the City, perform additional services as may be listed in Appendix 5. The terms of this agreement will apply to any additional services, and the fees for additional services, and the time for the Contractor's performance, will generally correspond to the fees and time of performance as described in Appendices 2 and 3. The Contractor will not provide any additional services in excess of the scope of services requested in writing by the City.

### 2.4 Standard of Care/Quality Control

The Contractor will provide the Goods and perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner. The Contractor represents that is has the expertise, qualifications, resources and relevant experience to provide the Goods and Services.

The Contractor shall deliver quality audits and progress reports upon request by the City. The City may conduct quality audits at times and in a manner determined by the City to ensure the Services performed by the Contractor is in compliance with the agreement. Services not completed in compliance will be immediately corrected by the Contractor and measures will be undertaken by the Contractor to ensure that there is not further noncompliance.

## 2.5 Warranty of Goods

The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

The Contractor warrants and guarantees that Goods delivered under this agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods supplied under this agreement.

The Contractor represents and warrants that all Goods delivered under this agreement shall comply with all applicable codes, statutes, by-laws, rules and regulations, or any federal, provincial, municipal or other competent authority for the time being in force, including any environmental laws and that the Goods are not dangerous to the environment or to person or health.

### 2.6 Term

The Contractor will provide the Services for the period commencing on (START DATE) and terminating on (END DATE) (the "Term").

The parties may extend the Term by mutual agreement. If the Term is extended, the provisions of this agreement will remain in force except where amended in writing by the parties.]

### 2.7 Time

The Contractor acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Contractor will provide the Services within the performance or completion dates or time periods (the "**Time Schedule**") as set out in Appendix 3, or as otherwise agreed to in writing by the City and the Contractor. If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule.

## 3. PERSONNEL

### 3.1 Qualified Personnel

The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to perform the Services.

### 3.2 Listed Personnel and Sub-Contractors

The Contractor will perform the Services using the personnel and sub-contractors as may be listed in Appendix 4, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.

### 3.3 Replacement of Personnel or Sub-Contractors

If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.

### 3.4 Sub-Contractors and Assignment

Except as provided for in section 3.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this agreement, in whole or in part, without the prior written approval of the City.

### 3.5 Agreements with Sub-Contractors

The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the terms and conditions of this agreement into all sub-contracts as necessary to preserve the rights of the City under this agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and

of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

## 4. LIMITED AUTHORITY

### 4.1 Agent of City

The Contractor is not and this agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this agreement, or as necessary in order to provide the Goods and the Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and the Services. Every vehicle used by the Contractor in the course of providing the Goods and the Services shall identify the Contractor by name and telephone number.

### 4.2 Independent Contractor

The Contractor is an independent contractor. This agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Goods and the Services and may not delegate or assign any Services to any other person except as provided for in section 3.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

## 5. FEES

### 5.1 Payment for Goods and Services

The City will pay to the Contractor the fees as set out in Appendix 2 (the "**Fees**"). The unit prices and the lump sum prices for Goods and Services listed in Appendix 2 of this agreement shall be full compensation for the supply and installation of the Goods and Services including, without limitation, storage, delivery, labour, overhead costs and profit (excluding applicable taxes). The Contractor's general management and general overhead are deemed to be covered by the Fees. Payment by the City of the Fees will be full payment for the Goods and the Services and the Contractor will not be entitled to receive any additional payment from the City.

### 5.2 Payment

Subject to any contrary provisions set out in Appendix 2:

(a) the Contractor will submit a monthly invoice (the "**Invoice**") to the City requesting payment of the portion of the Fees and the Disbursements relating to Goods and the Services provided in the previous month, and including the following information:

(1) an invoice number;
(2) the Contractor's name, address and telephone number;
(3) the City's reference number for the Services;
(4) the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor and any sub-contractors that have performed services during the previous month;
(5) the percentage of Goods and Services completed at the end of the previous month;
(6) the total budget for the Goods and the Services and the amount of the budget expended to the date of the Invoice;
(7) taxes (if any);
(8) grand total of the Invoice;

(b) the Contractor will on request from the City provide receipts and invoices for all Disbursements claimed;

(c) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Contractor;

(d) the City will pay the portion of an Invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City; and

(e) if the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.

Invoices will be submitted by the Contractor by mail to:

Name: _____

Address: _____

_____

_____

**5.3 Records**

The Contractor will prepare and maintain proper records related to the Goods and the Services, including records, receipts and invoices relating to Disbursements. On request from the City, the Contractor will make the records available open to audit examination by the City at any time during regular business hours during the time the Contractor is providing the Goods and the Services and for a period of six years after the Services are complete.

Units of Goods and Services

The estimated units of Goods and Services in Schedule C-5 are for determination fo the price only. The City does not guarantee that the actual amouns of Goods and Services of any unit class will correspond even approximately to the estimated units, but reserves the right to increase or decrease the amounts of any class or portion of the Goods and Services, or to omit portions of the Goods and Services tha may be deemed necessary or expedient by the City. The Contractor shall make no claim for anticipated profits, for loss of profit, for damages, or for any extra payment whatsoever, because of any difference between the amount of actual Goods and Services furnished and the quantities stated in Schedule C-5.

Personnel Hourly Rates

The personnel hourly rates in Schedule C-5 shall include all overhead, profit and all small tools and other miscellaneous equipment normally required by tradesman in their provision of the Goods and Services. No payment will be made for travel time to and from the work site and such time shall not be included in the time measured for payment.

### 5.4 Non-Residents

If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:

(a) 15% of each payment due to the Contractor; or
(b) the amount required under applicable tax legislation.

## 6. CITY RESPONSIBILITIES

### 6.1 City Information

The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records that relate to the delivery of the Goods and the Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

### 6.2 City Decisions

The City will in a timely manner make all decisions required under this agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this agreement.

### 6.3 Notice of Defect

If the City observes or otherwise becomes aware of any fault or defect in the delivery of Goods or the provision of Services, it may notify the Contractor, but nothing in this agreement will be interpreted as giving the City the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the provision of the Services.

## 7. INSURANCE AND DAMAGES

### 7.1 Indemnity

The Contractor will indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "**Indemnitees**"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

### 7.2 Survival of Indemnity

The indemnity described in section 7.1 will survive the termination or completion of this agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

### 7.3 Contractor's Insurance Policies

The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:

(a) commercial general liability insurance on an occurrence basis, in an amount not less than five million ($5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, personal injury, and incidental medical malpractice. The City will be added as additional insured;

(b) professional errors and omissions insurance in an amount not less than two million ($2,000,000) dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services, with a 12 month maintenance period, and

(c) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million ($3,000,000) dollars per occurrence for bodily injury, death and damage to property

### 7.4 Insurance Requirements

The Contractor will provide the City with evidence of the required insurance prior to the commencement of this agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

### 7.5 Contractor Responsibilities

The Contractor acknowledges that any requirements by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

### 7.6 Additional Insurance

The Contractor shall place and maintain, or cause any of its subcontractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

### 7.7 Waiver of Subrogation

The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

## 8. TERMINATION

### 8.1 By the City

The City may at any time and for any reason by written notice to the Contractor terminate this agreement before the completion of delivery of all Goods and the Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further delivery of Goods and Services other than the work which is reasonably required to terminate the Services and return the City's property to the City. Despite any other provision of this agreement, if the City terminates this agreement before delivery of all Goods and the completion of all the Services, the City will pay to the Contractor all amounts owing under this agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and the Services not performed or other profit opportunities.

### 8.2 Termination for Cause

The City may terminate this agreement for cause as follows:

(a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or

(b) If the Contractor is in breach of any term or condition of this agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Contractor further written notice.

If the City terminates this agreement as provided by this Section, then the City may:

(c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and the Services;

(d) withhold payment of any amount owing to the Contractor under this agreement for the performance of the Goods and the Services;

(e) set-off the total cost of completing the Goods and the Services incurred by the City against any amounts owing to the Contractor under this agreement, and at the completion of the Goods and the Services pay to the Contractor any balance remaining; and

(f) if the total cost to complete the Goods and the Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

### 8.3 Curing Defaults

If the Contractor is in default of any of its obligations under this agreement, then the City may without terminating this agreement, upon 5 days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Contractor.

## 9. APPLICABLE LAWS, BUILDING CODES AND BY-LAWS

### 9.1 Applicable Laws

This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this agreement be brought in such courts.

### 9.2 Codes and By-Laws

The Contractor will provide the Goods and the Services in full compliance with all applicable laws, building codes and regulations.

### 9.3 Interpretation of Codes

The Contractor will, as a qualified and experienced professional, interpret applicable codes, laws and regulations applicable to the performance of the Goods and the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

## 10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

### 10.1 No Disclosure

Except as provided for by law or otherwise by this agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Goods and the Services and this agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this agreement, except as reasonably required to complete the delivery of Goods and the Services.

### 10.2 Freedom of Information and Protection of Privacy Act

The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.

### 10.3 Return of Property

The Contractor agrees to return to the City all of the City's property at the completion of this agreement, including any and all copies or originals of reports provided by the City.

## 11. USE OF WORK PRODUCT

The Contractor hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Goods and the Services rendered by the Contractor.

## 12. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

12.1 The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owning by the City to the Contractor. The City will have the right to withhold payment under this agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.

12.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board.

12.3 The Contractor agrees that it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in Appendix 4 of this agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

12.4 Without limiting the generality of any other indemnities granted by the Contractor in this agreement, the Contractor will indemnify and save harmless the Indemnitees from and

against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

12.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.

12.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

12.7 The Contractor understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

## 13. BUSINESS LICENSE

13.1 The Contractor will obtain and maintain throughout the term of this agreement a valid City of Surrey business license.

## 14. DISPUTE RESOLUTION

### 14.1 Dispute Resolution Procedures

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this agreement or related to this agreement ("**Dispute**") using the dispute resolution procedures set out in this section 14.

(a) Negotiation

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

(b) Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a

mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

(c) Litigation

If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

## 15. JURISDICTION AND COUNCIL NON-APPROPRIATION

15.1 Nothing in this agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

15.2 The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this agreement.

## 16. GENERAL

### 16.1 Entire Agreement

This agreement, including the Appendices and any other documents expressly referred to in this agreement as being a part of this agreement, contains the entire agreement of the parties regarding the provision of the Goods and the Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this agreement. This agreement supersedes and cancels all previous agreements between the parties relating to the provision of the Services.

### 16.2 Amendment

This agreement may be amended only by agreement in writing, signed by both parties.

### 16.3 Contractor Terms Rejected

In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this agreement are expressly rejected by the City.

### 16.4 Survival of Obligations

All of the Contractor's obligations to deliver the Goods and to perform the Services in a professional and proper manner will survive the termination or completion of this agreement.

### 16.5 Cumulative Remedies

The City's remedies under this agreement are cumulative and in addition to any right or remedy which may be available to the City at law or in equity.

### 16.6 Notices

Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail, five calendar days after posting. The addresses for delivery will be as follows:

The City:

Attention:

The Contractor:

Attention:

### 16.7 Unenforceability

If any provision of this agreement is invalid or unenforceable, it will be severed from the agreement and will not affect the enforceability or validity of the remaining provisions of the agreement.

### 16.8 Headings

The headings in this agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this agreement.

### 16.9 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

### 16.10 Waiver

No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

### 16.11 Signature

This agreement may be executed in or one or more counterparts all of which when taken together will constitute one and the same agreement, and one or more of the counterparts may be delivered by fax or PDF email transmission.

### 16.12 Enurement

This agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Contractor.

**This Agreement** is executed by the Contractor this ____ day of _____, 20___.

**CONTRACTOR**

**I/We have the authority to bind the Contractor.**

_____
(Legal Name of Contractor)

_____ _____
(Signature of Authorized Signatory) (Signature of Authorized Signatory)

_____ _____
(Print Name and Position of Authorized Signatory) (Print Name and Position of Authorized Signatory)

**This Agreement** is executed by the City of Surrey this _____ day of _____, 20___.

**CITY OF SURREY**

| | |
|---|---|
| _____ | _____ |
| (Signature of Authorized Signatory) | (Signature of Purchasing Representative) |
| _____ | _____ |
| (Print Name and Position of Authorized Signatory) | (Print Name of Purchasing Representative) |

**(Appendices 1 through 5 will be inserted later when an Agreement is assembled and will include details from the RFP and the successful Proposal)**

APPENDIX 1 – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS

APPENDIX 5 – ADDITIONAL SERVICES

## SCHEDULE C – FORM OF PROPOSAL

**RFP Project Title:** **Transportation Operations Centre ATMS Implementation**

**RFP Reference No.:** **1220-030-2013-011**

**Name of Proponent:** _____

**Contact Person and Title:** _____

**Business Address:** _____

**Telephone:** _____

**Fax:** _____

**E-Mail Address:** _____

TO:
City Representative: Kam Grewal, CMA, BBA, Corporate Audit Manager,
Acting Purchasing and Accounts Payable Manager

Address: City of Surrey, City Operations Works Yard
Purchasing Section, 1st Floor
6645-148 Street, Surrey, BC Canada V3S 3C7

Telephone: 604-590-7274

Dear Sir:

**1.0** **I/We, the undersigned duly authorized representative of the Proponent**, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the City Website and BC Bid Website, and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.

**2.0** **I/We confirm** that the following schedules are attached to and form a part of this Proposal:

Schedule C-1 – Statement of Departures;
Schedule C-2 – Proponent's Experience, Reputation and Resources;
Schedule C-3 – Proponent's Technical Proposal (Services);
Schedule C-4 – Proponent's Technical Proposal (Schedule); and
Schedule C-5 – Proponent's Financial Proposal.

**3.0** **I/We confirm** that this proposal is accurate and true to best of my/our knowledge.

**4.0** **I/We confirm** that, if I/we am/are awarded the agreement, I/we will at all times be the "prime contractor" as provided by the Worker's Compensation Act (British Columbia) with respect to the Services. I/we further confirm that if I/we become aware that another contractor at the place(s) of the Services has been designated as the "prime contractor", I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

**This Proposal** is submitted this _____ day of _____, 20__.

**I/We have the authority to bind the Proponent.**

| | |
|---|---|
| _____ | _____ |
| (Name of Proponent) | (Name of Proponent) |
| _____ | _____ |
| (Signature of Authorized Signatory) | (Signature of Authorized Signatory) |
| _____ | _____ |
| (Print Name and Position of Authorized Signatory) | (Print Name and Position of Authorized Signatory) |

## ***SCHEDULE C-1 - STATEMENT OF DEPARTURES***

**1.** I/We have reviewed the proposed Contract attached to the RFP as Schedule "B". If requested by the City, I/we would be prepared to enter into that Contract, amended by the following departures (list, if any):

| **Section** | **Requested Departure(s) / Alternative(s)** |
|---|---|
| | |
| | |

**2.** The City of Surrey requires that the successful Proponent have the following in place **before commencing the Services**:

a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,
Workers' Compensation Registration Number _____;

b) Prime Contractor qualified coordinator is Name: _____ and Contact Number: _____;

c) Insurance coverage for the amounts required in the proposed Contract as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website Standard Certificate of Insurance;

d) City of Surrey business license;

e) If the Proponent's Goods and Services are subject to HST, the Proponent's HST Number is _____; and

f) If the Proponent is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

| **Section** | **Requested Departure(s) / Alternative(s)** |
|---|---|
| | |
| | |

**3.** I/We offer the following alternates to improve the Services described in the RFP (list, if any):

| **Section** | **Requested Departure(s) / Alternative(s)** |
|---|---|
| | |
| | |

**4.** The Proponent acknowledges that the departures it has requested in Sections 1, 2 and 3 of this Schedule C-1 will not form part of the Contract unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

## ***SCHEDULE C-2 - PROPONENT'S EXPERIENCE, REPUTATION AND RESOURCES***

Proponents should provide information on the following (use the spaces provided and/or attach additional pages, if necessary):

(i) Location of branches, background, stability, structure of the Proponent;

(ii) Proponent's relevant experience and qualifications in delivering Services similar to those required by the RFP;

(iii) Proponent's demonstrated ability to provide the Services;

(iv) Proponent's equipment servicing resources, capability and capacity, as relevant;

(v) Proponent's references (name and telephone number). The City's preference is to have a minimum of three references;

(vi) Proponent's financial strength (with evidence such as financial statements, bank references);

(vii) Proponents should provide information on the background and experience of all key personnel proposed to undertake the Services (use the spaces provided and/or attach additional pages, if necessary):

**Key Personnel**

Name: _____

Experience:

Dates: _____
Project Name: _____
Responsibility: _____
_____
_____

Dates: _____
Project Name: _____
Responsibility: _____
_____
_____

Dates: _____

Project Name: _____

Responsibility: _____

_____

_____

(viii) Proponents should provide the following information on the background and experience of all sub-contractors proposed to undertake a portion of the Services (use the spaces provided and/or attach additional pages, if necessary):

| DESCRIPTION OF SERVICES | SUB-CONTRACTORS NAME | YEARS OF WORKING WITH CONTRACTOR | TELEPHONE NUMBER AND EMAIL |
|---|---|---|---|
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## ***SCHEDULE C-3 - PROPONENT'S TECHNICAL PROPOSAL (SERVICES)***

Proponents should provide the following (use the spaces provided and/or attach additional pages, if necessary):

(i) a narrative that illustrates an understanding of the City's requirements and Services;

(ii) a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;

(iii) a narrative that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required objectives within the City's schedule;

(iv) a description of the standards to be met by the Proponent in providing the Services;

(v) describe the process you will follow to accomplish our requirements; and

(vi) advise what your expectations are for City resources involvement in this process in terms of time involved.

## Appendix 1: ATMS Requirements Matrix

| Functional Area | Req# | Requirement | Compliance (FC/PC/NC) | Notes/Explanations for PC/Clarifications |
|---|---|---|---|---|
| **General** | REQ1.1 | The ATMS servers shall be capable of running in hot standby backup mode. Upon failure of the primary server, the backup server shall automatically and instantaneously take over control of the system. | | |
| | REQ1.2 | The ATMS shall be capable of running in a VMWare virtualized server environment. | | |
| | REQ1.3 | The ATMS client shall be capable of operating on Windows 7 x64 and in the latest versions of Internet Explorer, Chrome, and Firefox. | | |
| | REQ1.4 | The ATMS server shall be capable of operating on Windows Server 2008. | | |
| | REQ1.5 | The ATMS shall include an application manager that monitors the status of all application components, logs events both locally and to the Windows system log, and allows components to be automatically restarted based on configurable parameters. | | |
| | REQ1.6 | The ATMS shall include an update manager that is capable of generating update tasks and automatically broadcasting ATMS updates to servers and clients. | | |
| | REQ1.7 | The ATMS shall offer a software development kit to allow integration with other control systems. | | |

| Functional Area | Req# | Requirement | Compliance (FC/PC/NC) | Notes/Explanations for PC/Clarifications |
|---|---|---|---|---|
| **GUI** | REQ2.1 | The ATMS shall support the presentation of system information on the ESRI Geographic Information System (GIS) map based Graphical User Interface (GUI), including Google Maps and Bing Maps. | | |
| | REQ2.2 | The ATMS shall support icon clustering on the map. As zoom levels change, icons shall be logically grouped together to limit the visual clutter. | | |
| | REQ2.3 | Maps shall be able to be customized by placing device icons and alarm icons on them. | | |
| | REQ2.4 | Maps shall be able to be customized by placing user-defined labels, buttons, hotlinks, and adjustable width polylines on them. Labels, buttons, hotlinks, and lines shall be able to have scripted actions associated with them that commence when the item is clicked. | | |
| | REQ2.5 | The ATMS shall support the saving of customizable workspace arrangements (minimum 16 per user). | | |
| | REQ2.6 | The ATMS shall support the ability to display color-coded travel time information on a map GUI. | | |
| | REQ2.7 | The ATMS shall support scalable icons that update in real time. For example, camera icons rotating on the map to display the direction the camera is pointing with a transparent field of view cone depicting the zoom level. | | |

| Functional Area | Req# | Requirement | Compliance (FC/PC/NC) | Notes/Explanations for PC/Clarifications |
|---|---|---|---|---|
| | REQ2.8 | The ATMS shall offer support for multiple monitor configurations, allowing each monitor's content to be configured with the available content types. | | |
| **Video System Management** | REQ3.1 | The ATMS shall permit viewing and control of all existing cameras and be scalable to allow for the addition of up to 1000 new cameras. | | |
| | REQ3.2 | The ATMS shall support viewing and recording of video in industry standard formats, including H.264, MJPEG, and MPEG4. | | |
| | REQ3.3 | The ATMS shall support and manage video recording. Resolution and frame rate settings shall be adjustable per camera stream. | | |
| | REQ3.4 | The ATMS shall support playback of video recording with standard playback control functions (play, variable speed fast-forward/reverse, etc) directly through the ATMS interface. | | |
| | REQ3.5 | The recorded video playback interface shall include an adjustable/expandable timeline, time search feature, export feature, and ability to search based on alarm events. | | |
| | REQ3.6 | The ATMS shall integrate with all major camera and encoder manufacturers, including but not limited to Axis, Avigilon, Pelco Endura and Sarix, IQEye, Arecont, Impath, VBrick, ACTi, Bosch, Panasonic, Cohu, Optelecom, and Verint. | | |
| | REQ3.7 | The ATMS shall support the ability to capture and FTP images from cameras to a specified network location. | | |

| Functional Area | Req# | Requirement | Compliance (FC/PC/NC) | Notes/Explanations for PC/Clarifications |
|---|---|---|---|---|
| | REQ3.8 | The ATMS shall support the ability to transcode JPEG images in real time from existing MPEG4/H264 streams and provide them via HTTP URL for use in 3rd party web applications. | | |
| | REQ3.9 | The ATMS shall support configurable content windows that can be arranged in any manner and saved as separate workspaces. This shall allow video to be organized by “corridor views”. | | |
| | REQ3.10 | The ATMS shall support advanced scripting to allow graphical items (hot areas, links, text lables, etc) on maps to call up pre-determined camera views, including moving cameras to presets. | | |
| | REQ3.11 | Content windows shall be able to display different types of content, including live video, recorded video, maps, and web documents. | | |
| | REQ3.12 | The ATMS shall support on-video-window mouse-based Pan Tilt Zoom (PTZ) camera control (joystick-style directional buttons shall not be necessary) that supports scroll wheel zoom , hot key focus, and variable pan speeds based on mouse position. | | |
| | REQ3.13 | PTZ control shall include pan, tilt, zoom, iris, focus and preset store/recall using a standard interface for different brands and models of cameras. Camera specific features shall be supported in an advanced control screen accessible from the video window. | | |

| Functional Area | Req# | Requirement | Compliance (FC/PC/NC) | Notes/Explanations for PC/Clarifications |
|---|---|---|---|---|
| | REQ3.14 | The ATMS shall support drag and drop functionality for seletion and control of cameras on the map into viewing windows | | |
| | REQ3.15 | The ATMS shall support a device search mechanism to quickly locate devices as an alternative to the mapping interface. | | |
| | REQ3.16 | The ATMS shall support context sensitive right-click menus for devices that provide access to the device features/settings. | | |
| | REQ3.17 | The ATMS shall include a video distribution component that manages all video and acts as a virtual video matrix switch. | | |
| | REQ3.18 | The ATMS video distribution server shall provide mechanisms to allow video to be streamed through the video distribution server in both WAN and LAN environment simultaneously. | | |
| | REQ3.19 | The ATMS shall support control of video wall controllers from major manufacturers including BARCO (both CMS and Appolo platforms), Jupiter, and Christie. | | |
| | REQ3.20 | The ATMS shall maintain layout geometry synchronization between ATMS and video wall controller. | | |
| | REQ3.21 | The ATMS shall support integration with Crestron A/V controllers. | | |
| | REQ3.22 | The ATMS shall support the use of saved templates for configuration of the video wall and auxiliary displays. | | |
| | REQ3.23 | The ATMS shall support access to video, PTZ and DMS status via a graphical web interface. | | |

| Functional Area | Req# | Requirement | Compliance (FC/PC/NC) | Notes/Explanations for PC/Clarifications |
|---|---|---|---|---|
| | REQ3.24 | The ATMS shall support video distribution to external networks for video sharing. | | |
| | REQ3.25 | The video distribution component shall have a web status page indicating status of all streams being distributed and recorded with real time bit and frame rates. | | |
| | REQ3.26 | The video distribution component shall support transcoding from any industry standard stream type to another (i.e. MPEG4 to H.264) | | |
| | REQ3.27 | The ATMS web client shall operate in a standard browser window and shall not require downloading of a plug in (ActiveX or other) to run video and ATMS functionality (excluding video decoding). | | |
| | REQ3.28 | The ATMS shall provide display clients that have controllable layouts for software decoding digital video streams. These layouts and the content shall be controllable from any client workstation. | | |
| | REQ3.29 | The ATMS shall support control of command center audio visual components such as DVI switchers, audio switchers, and Smartboards. | | |
| **DMS Management** | REQ4.1 | The ATMS shall support the ability to control Dynamic Message Signs (DMS) through an NTCIP interface, including NTCIP 1203 v2. | | |
| | REQ4.2 | The ATMS shall support read/write access (get/set) to DMS device objects, subject to user group permissions. | | |

| Functional Area | Req# | Requirement | Compliance (FC/PC/NC) | Notes/Explanations for PC/Clarifications |
|---|---|---|---|---|
| | REQ4.3 | The ATMS shall support the ability to create and save custom messages, as well as select messages from a message library | | |
| | REQ4.4 | The ATMS shall support multiple priority levels of messaging. | | |
| | REQ4.5 | The ATMS shall support real time previews of messages, making use of sign parameters, stored fonts and graphics to create an accurate depiction of the sign face (true WYSIWYG). | | |
| | REQ4.6 | The ATMS shall support scheduling one time or reoccuring messages. | | |
| | REQ4.7 | The ATMS shall support the ability to create and save custom messages, as well as select messages from a message library. | | |
| **Incident and Event Management** | REQ5.1 | The ATMS shall support the ability to manage events. Events types can include: a. Planned (events with anticipated schedules) b. Incidents (any event impacting roadway capacity, such as accidents, stalls, queues, etc). c. Weather (environmental conditions) d. Disaster (spills, fires, etc) | | |
| | REQ5.2 | The ATMS shall support Automated Incident Detection (AID) based on user-definable threshold values using traffic related data. | | |
| | REQ5.3 | The ATMS shall support the ability to store relevant information about an incident in one place for easy operator recall. Events can be tagged with text, XML or image data. | | |

| Functional Area | Req# | Requirement | Compliance (FC/PC/NC) | Notes/Explanations for PC/Clarifications |
|---|---|---|---|---|
| | REQ5.4 | The ATMS shall include a scripting language and expression service to allow the creation of complex alarm and event responses that can be triggered based on system states, device conditions, or user input. | | |
| **Traffic Data Management** | REQ6.1 | The ATMS shall provide remote access to the existing traffic detectors and allow remote downloading of traffic data. Downloading of data shall be possible manually, or automatically a configurable interval. | | |
| | REQ6.2 | The ATMS shall support the ability to ingest data from various traffic detector types, including loop detectors, radar detectors, Blue Tooth detectors, video detectors (ex: Traficon). (List which ones are currently supported) | | |
| | REQ6.3 | The ATMS shall support the ability to integrate travel time data via XML streams and other means from sources such as the future Regional Traffic Data System (RTDS). | | |
| | REQ6.4 | The ATMS shall support the ability to generate estimated travel times between roadway points based on detector data. | | |
| | REQ6.5 | The ATMS shall store traffic data in an industry recognized data format, such as Traffic Management Data Dictionary (TMDD). | | |
| **Traffic Signal Control Management** | REQ7.1 | The ATMS shall support the ability to integrate with industry standard traffic controllers to receive signal status information. | | |
| | REQ7.2 | The ATMS shall support the ability to control industry standard traffic controllers. | | |

| Functional Area | Req# | Requirement | Compliance (FC/PC/NC) | Notes/Explanations for PC/Clarifications |
|---|---|---|---|---|
| | REQ7.3 | The ATMS shall support the ability to integrate with UPS devices and monitor the status of the batteries and hydro connections (as available from the specific UPS). | | |
| **Administration** | REQ8.1 | The ATMS shall provide user authentication through user name and password. | | |
| | REQ8.2 | The ATMS shall support the creation of an unlimited number of users and user groups. Users are assigned to user groups and thereby inherit the access privileges of that group. | | |
| | REQ8.3 | The ATMS shall permit very granular control of access privileges on a group level. Access privileges allow a user's access to administrative functions, maps, devices, subsets of device features, workspaces, and scripts independently. | | |
| **Centre to Centre Data Sharing** | REQ9.1 | The ATMS shall support the exchange of data with other agencies via Centre to Centre (C2C) protocols (WSDL/SOAP/XML). | | |
| **Reporting** | REQ10.1 | The ATMS shall log all system events, alarms, and configuration changes. | | |
| | REQ10.2 | The ATMS shall support a search function to search the log files based on user-selectable query criteria. | | |
| | REQ10.3 | The ATMS shall support the generation of event detail reports that provide a summary of the logged details related to each event. | | |
| | REQ10.4 | The ATMS shall support the generation of system log reports that provide a summary of devices and alarms. | | |

**FC:** Fully Compliant means the current version of the ATMS solution fully meets the required functionality without the need for third party applications.

**PC:** Partially compliant means the current version of the ATMS solution meets most of the required functionality, some of which may include the use of third part applications.

**NC:** Non Compliant means the current version of the ATMS is not capable of meeting the requirement.

**Notes:** Provide any additional notes that can provide further clarifications

| Software Information | |
|---|---|
| **Vendor** | XXX |
| **Date** | XXX |
| **Software Name** | XXX |
| **Current Software Version (as of the closing date of this RFP)** | XXX |
| **# of Installations of the current version of the software in Canada** | XXX |
| **# of Installations of the current version of the software in US** | XXX |
| **Closest Office to Surrey with Technical Software Expertise and Support Capability** | XXX |
| **Hourly rate for on-site service (if requested by City, additional to Warranty requirements)** | $##.##/hr |
| **Describe Licensing Structure and Costs for All Software Components (ex: cost per user, camera, device, server, backup server, module, etc)** | XXX |

**Instructions:**

Complete all highlighted cells, as required. Current Version refers to the version that is commercially available as of the closing date of this RFP.

Third party applications are defined as separate COTS applications that are required to be installed and operated separately to perform specific functions. Examples include separate video management or recording software.

**Additional RFP Instructions:**

Proponents are instructed to complete the attached table – Appendix 1: ATMS Requirements Matrix:

> Review and complete the table Appendix 1: ATMS Requirements Matrix. The purpose of this matrix is to assess the functionality of the solution against the high level project requirements. Please indicate the approximate compliance with each requirement using the following indicators: Fully Compliant (FC), Partially Compliant (PC), Not Compliant (NC).

Please note the following guidelines when completing the requirements matrix:

- CoS may request supporting evidence at a later time to substantiate the responses.
- Current version refers to the version of the software that is commercially available as of the closing date of this RFP.
- Third Party Applications are defined as separate COTS applications that are required to be installed and operate separately (but may have integrated data exchange) to perform specific functions. Examples include separate video management and recording software.
- Fully Compliant (FC) means the current version of the ATMS requirement is fully met and the functionality is currently provided, without the use of third party applications.
- Partially Compliant (PC) means that the current version of the software meets some aspects of the requirement or can meet the requirement using additional software packages integrated into the ATMS.
- Not Compliant (NC) means that the ATMS is not capable of meeting the requirement.
- The requirements matrix shall be completed based on the current version of the software. If a requirement is not currently met, but will be met by a release of the software this calendar year, indicate NC and in the Notes field indicate the expected release date of the software version.
- If a third party applicationis required to provide the necessary functionality for any given requirements, indicate PC and provide details of what additional software and/or hardware is required in the Notes field.

## ***SCHEDULE C-4 - PROPONENT'S TECHNICAL PROPOSAL (TIME SCHEDULE)***

The Proponent shall provide an estimated schedule that is to take into account all factors that might affect delivery of the project. The schedule shall show timelines for all phases of the project and will be used for future reference for tracking the project (use the spaces provided and/or attach additional pages, if necessary).

MILESTONE DATES _____

| ACTIVITY | SCHEDULE | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** |
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## ***SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL***

Indicate the Proponent's proposed fee (excluding GST), and the basis of calculation (use the spaces provided and/or attach additional pages, if necessary) as follows (as applicable):

All prices shall be in Canadian Funds and shall remain firm for the duration of the project.

**Table 1: Schedule of Rates:**

| Item No. | Description | Unit | Quantity | Total Price |
|---|---|---|---|---|
| 1 | ATMS Software Licensing | LS | 1 | |
| 2 | ATMS Configuration | LS | 1 | |
| 3 | NVR Upgrade | LS | 1 | |
| 4 | Testing, Training, and Documentation | LS | 1 | |
| 5 | Warranty, Software Assurance, and Technical Support | LS | 1 | |
| 6 | Additional Components | LS | 1 | |
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| | | | **Subtotal:** | |
| | | | **PST 7%: (AS APPLICABLE)** | |
| | | | **GST 5%:** | |
| | | | **TOTAL PROPOSAL PRICE** | |

**Table 2: Optional Prices**

**The following is a list of Optional Prices and forms part of this RFP, upon the acceptance of any or all of the Optional Prices. The Optional Prices are an addition to the Total Proposal Price and do not include applicable taxes. Do NOT state a revised Total Proposal Price.**

| | Description | Unit | Quantity | Price (Excluding applicable taxes) |
|---|---|---|---|---|
| 1 | Additional Camera Licensing | LS | 1 | |
| 2 | Additional Warranty, Software Assurance, and Technical Support – 2 year | LS | 1 | |
| 3 | Additional Warranty, Software Assurance, and Technical Support – 4 year | LS | 1 | |
| 4 | ATMS Backup Server | LS | 1 | |

**Additional Expenses:**

The proposed Contract attached as Schedule "B" to the RFP provides that expenses are to be included within the fee, other than the expenses listed in the Contract as disbursements. Details of disbursements are to be shown in the chart above. Please indicate any expenses that would be payable in addition to the proposed fee and proposed disbursements set out above:

_____

_____

**Payment Terms:**

A cash discount of _____% will be allowed if account is paid within _____ days, or the_____ day of the month following, or net 30 days, on a best effort basis.